

RECORDATION NO. 21257-C FILED

MAR 12 '03

2-59 PM

SURFACE TRANSPORTATION BOARD

**BALL JANIK LLP**

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March 12, 2003

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

Dear Secretary Williams:

I have enclosed the original and one certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Partial Termination, a secondary document, dated as of February 24, 2003. The primary document to which this is connected is recorded under Recordation No. 21257. We request that one copy of this document be recorded under Recordation No. 21257-C.

The name and address of the party to the Partial Termination is:

Lender:

The Fifth Third Bank  
38 Fountain Square Plaza  
Cincinnati, OH 45263

A description of the equipment covered by the Partial Termination consists of three locomotives numbered 315, 325, and 327.

BALL JANIK LLP

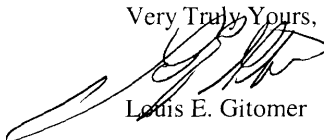
Honorable Vernon A. Williams  
March 12, 2003  
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A fee of \$ 30.00 is enclosed. Please return the original to:

Louis E. Gitomer  
Of Counsel  
Ball Janik LLP  
Suite 225  
1455 F Street, N.W.  
Washington, DC 20005

A short summary of the document to appear in the index follows: a Partial Termination by The Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, OH 45263, covering three locomotives numbered 315, 325, and 327.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "L. Gitomer", is written over the typed name.

Louis E. Gitomer

Enclosures

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PARTIAL TERMINATION

SURFACE TRANSPORTATION BOARD

This Partial Termination dated as of February 24, 2003 is executed by The Fifth Third Bank, as Lender.

WHEREAS, The Fifth Third Bank, as Lender, RMW Ventures, LLC, an Indiana limited liability company, as Borrower, and C&NC Railroad Corporation, an Indiana corporation, as Guarantor, are parties to that certain Collateral Assignment and Subordination of Contract dated as of February 27, 1998 (the "Assignment"), which has been recorded with the Surface Transportation Board (the "Board") on March 5, 1998 at 4:53 p.m. under Recordation Number 21257; and

WHEREAS, the duties and obligations of the parties to the Assignment have been satisfied and discharged with respect to the property listed on Schedule I attached hereto;

NOW, THEREFORE, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the authority to issue and execute this document, intending to be legally bound, the Lender hereby releases the assignment, pledge, hypothecation, charge, mortgage, delivery, and transfer of the property listed on Schedule I as attached hereto.


IN WITNESS WHEREOF, the Lender has caused this Partial Termination to be duly executed as of the date hereinabove first written.

THE FIFTH THIRD BANK, As Lender

By: [Signature]  
Title: Vice President

State of Ohio                    )  
  ) ss.  
County of Hamilton            )

On this 24 day of February 2003, before me, David R. Alexander, the undersigned Notary Public, personally appeared Daniel J. Curry personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.


  
Notary Public for State of Ohio  
My Commission expires 10/26/07  
**DAVID R. ALEXANDER**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 10-26-07

#### SCHEDULE I

Three locomotives numbered 315, 325, and 327.

# CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Partial Termination dated as of February 24, 2003, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



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Louis E. Gitomer  
March 12, 2003